

— EXHIBIT A —

THE HONORABLE JAMES L. ROBERT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

KELSEY SMITH, DEBRA JONES
STEVENSON, FRANK GARRIDO, TAYLOR
ARMIGER, and GWENDOLYN THOMPSON,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

ASSURANCE IQ, LLC,

Defendant.

NO. 2:21-cv-00823-JLR

**FIRST AMENDED COMPLAINT—
CLASS ACTION**

DEMAND FOR JURY TRIAL

Kelsey Smith, Debra Jones Stevenson, Frank Garrido, Taylor Armiger and Gwendolyn Thompson, individually and on behalf of others similarly situated, alleges the following against Defendant Assurance IQ, LLC (“Assurance IQ” or “Defendant”).

I. NATURE OF ACTION

1. As the Supreme Court recently has explained, “Americans passionately disagree about many things. But they are largely united in their disdain for robocalls. The Federal Government receives a staggering number of complaints about robocalls—3.7 million complaints in 2019 alone. The States likewise field a constant barrage of complaints. For

1 nearly 30 years, the people’s representatives in Congress have been fighting back. As relevant
 2 here, the Telephone Consumer Protection Act of 1991, known as the TCPA, generally
 3 prohibits robocalls to cell phones and home phones.” *Barr v. Am. Ass’n of Political*
 4 *Consultants*, ~~No. 19-631, 2020 U.S. LEXIS 3544, at *5 (July 6, 140 S. Ct. 2335, 2343 (2020).~~

5 2. Assurance IQ is an insurance company providing insurance products and
 6 services to consumers.

7 3. To promote these insurance products and services, Assurance IQ uses pre-
 8 recorded robocalls.

9 4. Assurance IQ made unsolicited calls to ~~Plaintiff on her cellular telephone~~
 10 ~~the~~ Plaintiffs on their telephones using prerecorded messages.

11 5. Assurance IQ also made these calls to residential telephone numbers, like
 12 ~~Plaintiff’s~~ Plaintiffs Smith and Thompson, that were listed on the National Do Not Call
 13 Registry.

14 6. ~~Plaintiff~~ Plaintiffs now ~~files~~ file this lawsuit seeking injunctive relief, requiring
 15 Assurance IQ to stop placing unsolicited telemarketing calls to residential and cellular
 16 telephone numbers, and to those numbers listed on the National Do Not Call Registry, as well
 17 as an award of statutory damages and costs to class members.

18 II. JURISDICTION AND VENUE

19 7. This Court has federal question subject matter jurisdiction over this action under
 20 28 U.S.C. § 1331, as the action arises under the Telephone Consumer Protection Act,
 21 47 U.S.C. §227 (“TCPA”).

22 8. This Court has personal jurisdiction over Assurance IQ, and venue is proper in
 23 this District under 28 U.S.C. § 1391(b) because Defendant Assurance IQ resides in this
 24 District.

25 III. PARTIES

26 9. Plaintiff Kelsey Smith is a citizen of Maryland.

27

1 10. Plaintiff Debra Jones Stevenson is a citizen of New Jersey.

2 11. Plaintiff Frank Garrido is a citizen of Florida.

3 12. Plaintiff Taylor Armiger is a citizen of Florida.

4 13. Plaintiff Gwendolyn Thompson is a citizen of Mississippi.

5 ~~10.14.~~ Defendant Assurance IQ, LLC is a limited liability company with its principal
6 place of business located at 920 5th Avenue, Suite 3600, Seattle, Washington 98104 in King
7 County. Assurance IQ, thus, is a citizen of Washington.

8 **IV. TCPA BACKGROUND**

9 **A. The TCPA Prohibits Automated Telemarketing Calls**

10 ~~11.15.~~ The TCPA makes it unlawful to make any call (other than a call made for
11 emergency purposes or made with the prior express consent of the called party) using an
12 automatic telephone dialing system or an artificial or prerecorded voice to any telephone
13 number assigned to a cellular telephone service or that is charged per the call. *See* 47 U.S.C.
14 § 227(b)(1)(A)(iii); *see also* 47 C.F.R. § 614.1200(a)(2).

15 ~~12.16.~~ Similarly, the TCPA also prohibits the initiation of any telemarketing telephone
16 call to a residential telephone line using an artificial or prerecorded voice without the prior
17 express consent of the called party. *See* 47 U.S.C. § 227(b)(1)(B); *see also* 47 C.F.R.
18 § 614.1200(a)(3).

19 ~~13.17.~~ The TCPA provides a private cause of action to persons who receive calls in
20 violation of 47 U.S.C. § 227(b)(1)(A) or 47 U.S.C. § 227(b)(1)(B). *See* 47 U.S.C. § 227(b)(3).

21 ~~14.18.~~ According to findings by the Federal Communication Commission (“FCC”), the
22 agency Congress vested with authority to issue regulations implementing the TCPA, such calls
23 are prohibited because, as Congress found, automated or prerecorded telephone calls are a
24 greater nuisance and invasion of privacy than live solicitation calls, and such calls can be
25 costly and inconvenient.

1 ~~15.19.~~ The FCC also recognized that “wireless customers are charged for incoming
 2 calls whether they pay in advance or after the minutes are used.” *In re Rules and Regulations*
 3 *Implementing the Tel. Consumer Prot. Act of 1991*, CG Docket No. 02-278, Report and Order,
 4 18 F.C.C. Rcd. 14014, 14115 ¶ 165 (2003).

5 ~~16.20.~~ In 2013, the FCC required prior express written consent for all autodialed or
 6 prerecorded telemarketing calls (“robocalls”) to wireless numbers and residential lines.
 7 Specifically, it ordered that:

8 [A] consumer’s written consent to receive telemarketing robocalls
 9 must be signed and be sufficient to show that the consumer: (1)
 10 received “clear and conspicuous disclosure” of the consequences
 11 of providing the requested consent, i.e., that the consumer will
 12 receive future calls that deliver prerecorded messages by or on
 13 behalf of a specific seller; and (2) having received this
 14 information, agrees unambiguously to receive such calls at a
 telephone number the consumer designates.[] In addition, the
 written agreement must be obtained “without requiring, directly or
 indirectly, that the agreement be executed as a condition of
 purchasing any good or service.[]”

15 *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*,
 16 27 F.C.C. Rcd. 1830, 1844 (2012) (footnotes omitted).

17 **B. The National Do Not Call Registry**

18 ~~17.21.~~ Section 227(c) of the TCPA requires the FCC to “initiate a rulemaking
 19 proceeding concerning the need to protect residential telephone subscribers’ privacy rights to
 20 avoid receiving telephone solicitations to which they object.” 47 U.S.C. § 227(c)(1).

21 ~~18.22.~~ The National Do Not Call Registry allows consumers to register their telephone
 22 numbers and thereby indicate their desire not to receive telephone solicitations at those
 23 numbers. *See* 47 C.F.R. § 64.1200(c)(2).

24 ~~19.23.~~ A listing on the Registry “must be honored indefinitely, or until the registration
 25 is cancelled by the consumer or the telephone number is removed by the database
 26 administrator.” *Id.*

20:24. The TCPA and implementing regulations prohibit the initiation of telephone solicitations to residential telephone subscribers to the Registry and provides a private right of action against any entity that makes those calls, or “on whose behalf” such calls are made.

47 U.S.C. § 227(c)(5); 47 C.F.R. § 64.1200(c)(2).

V. FACTUAL ALLEGATIONS

A. Factual Allegations Regarding Defendant

~~24.25.~~ Assurance IQ provides insurance services to consumers.

22.26. One of Assurance IQ’s strategies for marketing its insurance services includes the use of prerecorded messages.

~~23.27.~~ Assurance IQ engages in prerecorded calls to solicit new customers.

24.28. Recipients of these prerecorded calls, including ~~Plaintiff~~Plaintiffs, did not consent to receive such calls.

B. Factual Allegations Regarding Plaintiff Smith

25.29. Plaintiff Smith is, and at all times mentioned herein was, a “person” as defined by 47 U.S.C. § 153(39).

~~26.30.~~ Plaintiff's Plaintiff Smith's telephone number, (XXX) XXX-2291, is assigned to a cellular telephone service.

27.31. Plaintiff'sPlaintiff Smith's telephone number was registered on the National Do Not Call Registry on July 9, 2011.

~~28-32. Plaintiff's~~ Plaintiff Smith's telephone number is for personal use only.

~~29.33. Plaintiff's~~ Plaintiff Smith's telephone number is not associated with a business.

~~30.34.~~ Plaintiff Smith has never been an Assurance IQ customer and never consented to receive calls from Assurance IQ.

~~31.35.~~ Despite this, Plaintiff Smith received multiple prerecorded calls from Assurance IQ starting in September 2020.

32-36. The calls all used a prerecorded message regarding the sale of insurance.

1 33-37. On several occasions, after the prerecorded message played, Plaintiff Smith was
 2 connected with a live agent and asked the caller to stop calling.

3 34-38. However, the calls continued.

4 35-39. Assurance IQ's marketing communications became so frequent that on October
 5 29, 2020, Plaintiff Smith sent an email to the CEO of Assurance IQ, Michael Rowell.

6 36-40. In response to her complaints, Assurance IQ finally confirmed in November
 7 2020 that it would stop calling her.

8 **C. Factual Allegations Regarding Plaintiff Stevenson**

9 41. Plaintiff Stevenson is, and at all times mentioned herein was, a "person" as
 10 defined by 47 U.S.C. § 153(39).

11 42. Plaintiff Stevenson's telephone number, (XXX) XXX-5983, is a residential
 12 landline.

13 43. Plaintiff Stevenson's telephone number is for personal use only.

14 44. Plaintiff Stevenson's telephone number is not associated with a business.

15 45. Plaintiff Stevenson has never been an Assurance IQ customer and never
 16 consented to receive calls from Assurance IQ.

17 46. Despite this, Plaintiff Stevenson received multiple prerecorded calls from
 18 Assurance IQ starting in April and May of 2021.

19 47. This included calls on April 28, 29, May 19, and 20, 2021.

20 48. The calls all used a prerecorded message regarding the sale of insurance.

21 49. All of the calls advertise healthinsurance.net, which is owned and operated by
 22 Assurance.

23 50. As such, the calls were all made to promote Assurance goods and services.

24 **D. Factual Allegations Regarding Plaintiff Garrido**

25 51. Plaintiff Garrido is, and at all times mentioned herein was, a "person" as defined
 26 by 47 U.S.C. § 153(39).

1 52. Plaintiff Garrido's telephone number, (XXX) XXX-1626, is assigned to a
2 cellular telephone service.

3 53. Plaintiff Garrido has never been an Assurance IQ customer and never consented
4 to receive calls from Assurance IQ.

5 54. Despite this, Plaintiff Garrido received a prerecorded call from Assurance IQ on
6 June 11, 2021.

7 55. The call began with a prerecorded message regarding insurance.

8 56. The company wasn't identified in the prerecorded message.

9 57. The Plaintiff Garrido spoke with a telemarketer to identify the company calling.

10 58. During the call, the Plaintiff Garrido was transferred to an individual who
11 identified herself as "Crystal Edwards", an employee of Assurance.

12 59. Crystal Edwards provided a callback number of (833) 641-1207.

13 **E. Factual Allegations Regarding Plaintiff Thompson**

14 60. Plaintiff Thompson is, and at all times mentioned herein was, a "person" as
15 defined by 47 U.S.C. § 153(39).

16 61. Plaintiff Thompson's telephone number, (XXX) XXX-3072, is assigned to a
17 cellular telephone service.

18 62. Plaintiff Thompson's telephone number was registered on the National Do Not
19 Call Registry on April 26, 2021.

20 63. Plaintiff Thompson's telephone number is for personal use only.

21 64. Plaintiff Thompson's telephone number is not associated with a business.

22 65. Plaintiff Thompson has never been an Assurance IQ customer and never
23 consented to receive calls from Assurance IQ.

24 66. Despite this, Plaintiff Thompson received multiple prerecorded calls from
25 Assurance IQ in June of 2021.

26 67. This included calls on June 27 or 28, 2021.

68. The calls all used a prerecorded message regarding the sale of insurance.

69. All of the calls advertise lifeinsurance.net, which is owned and operated by Assurance.

F. Factual Allegations Regarding Plaintiff Armiger

70. Plaintiff Armiger is, and at all times mentioned herein was, a “person” as defined by 47 U.S.C. § 153(39).

71. Plaintiff Armiger’s telephone number, (XXX) XXX-1234, is assigned to a cellular telephone service.

72. Plaintiff Armiger has never been an Assurance IQ customer and never consented to receive calls from Assurance IQ.

73. Despite this, Plaintiff Armiger received multiple prerecorded calls from Assurance IQ in November of 2020.

74. This included calls on November 2, 3, 4, 5, 6, 7, 8, 10, 11 and 12, 2020.

75. The calls all used a prerecorded message regarding the sale of insurance.

76. The calls indicated that the caller is contacting Plaintiff Armiger from Assurance.

77. All of the calls advertise healthinsurance.net, which is owned and operated by Assurance.

78. The calls also left a callback number of (844) 394-0579.

79. Other individuals have indicated that they have received similar unwanted calls:

They claim I have filled out a health insurance survey and want to sell me insurance, I have not filled out any request for health insurance. I called and they claim this is 3rd party information and they can nothing about it.

The # that calls is a local # and the automated voice mail is considered not wanted and harassments. I ask them to stop calling and get 2-3 calls a week.

Caller: Assurance Insurance

Call type: Unwanted

See <https://800notes.com/Phone.aspx/1-844-394-0579> (last visited October 11, 2021).

37.80. Assurance IQ is responsible for making the above-described calls.

38.81. Assurance IQ has received multiple complaints about their prerecorded calling process, including from state attorneys general.

39.82. ~~Plaintiff~~Plaintiffs and other individuals who received these calls suffered an invasion of privacy and were harassed by the conduct of Assurance IQ.

VI. CLASS ACTION ALLEGATIONS

40.83. ~~Plaintiff incorporates~~Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully stated herein.

41.84. As authorized by Rule 23(b)(2) or (b)(3) of the Federal Rules of Civil Procedure, ~~Plaintiff brings~~Plaintiffs bring this action on behalf of two classes of all other persons or entities similarly situated throughout the United States (the “Classes”).

42.85. ~~Plaintiff proposes~~Plaintiffs propose the following Class definitions, subject to amendment as appropriate:

Robocall Class:

All persons within the United States: (1) to whose residential or cellular telephone number; (2) Defendant (or an agent acting on behalf of Defendant) placed a telemarketing call; (3) within the four years prior to the filing of the Complaint; ~~and (4) using an identical or substantially similar a prerecorded message used to place voice, and (5) after obtaining the telephone call to Plaintiff number from the same source from which it obtained Plaintiffs’ telephone numbers.~~

National Do Not Call Registry Class:

All persons in the United States (1) whose telephone numbers were on the National Do Not Call Registry for at least 31 days (2) but who received more than one telemarketing call (3) from Defendant (or an agent acting on behalf of Defendant) (4) within a 12-month period, (5) within the four years prior to the filing of the Complaint, ~~and (6) after obtaining the telephone number from~~

1 the same source from which it obtained Plaintiffs' telephone
 2 numbers.

3 43.86. Excluded from the Classes are counsel, Defendant, any entities in which
 4 Defendant has a controlling interest, Defendant's agents and employees, any judge to whom
 5 this action is assigned, and any member of such judge's staff and immediate family.

6 44.87. Plaintiff ~~is a member~~ Smith and Thompson are members of and the National Do
 7 Not Call Registry Class. All Plaintiffs are members of the Robocall Class. Plaintiffs will fairly
 8 and adequately represent and protect the interests of the Classes as ~~she has~~ they have no
 9 interests that conflict with any of the Class members.

10 45.88. ~~Plaintiff~~ Plaintiffs and all members of the Classes have been harmed by the acts
 11 of Defendant, including, but not limited to, the invasion of their privacy and the intrusion on
 12 their telephone that occupied it from receiving legitimate communications.

13 46.89. The Classes, as defined above, are identifiable through Defendant's dialer
 14 records, other telephone records, and telephone number databases.

15 47.90. ~~Plaintiff does~~ Plaintiffs do not know the exact number of members in the
 16 Classes, but ~~Plaintiff reasonably believes~~ they reasonable believe that Class members number,
 17 at minimum, in the hundreds since the use of prerecorded messages is typically employed to
 18 call *en masse*.

19 48.91. The joinder of all Class members is impracticable due to the size and relatively
 20 modest value of each individual claim.

21 49.92. Additionally, the disposition of the claims in a class action will provide
 22 substantial benefit to the parties and the Court in avoiding a multiplicity of identical suits.

23 50.93. There are well defined, nearly identical questions of law and fact affecting all
 24 parties. The questions of law and fact, referred to above, involving the Class claims
 25 predominate over questions that may affect individual Class members.

26 51.94. There are numerous questions of law and fact common to ~~Plaintiff~~ Plaintiffs and
 27 to the proposed Classes, including but not limited to the following:

- a. Whether Defendant used prerecorded messages to send calls;
- b. Whether Defendant made calls to ~~Plaintiff~~Plaintiffs and members of the Robocall Class without first obtaining prior express written consent to make the calls;
- c. Whether the Defendant made multiple telephone calls to ~~Plaintiff~~Plaintiffs Smith and Thompson and members of the National Do Not Call Registry Class;
- d. Whether Defendant's conduct constitutes a violation of the TCPA; and
- e. Whether members of the Classes are entitled to treble damages based on the willfulness of Defendant's conduct.

52-95. ~~Plaintiff's~~Plaintiffs' claims are typical of the claims of the Classes.

~~Plaintiff's~~Plaintiffs' claims, like the claims of Classes, arise out of the same common course of conduct by Defendant and are based on the same legal and remedial theories.

53-96. ~~Plaintiff~~Plaintiffs will fairly and adequately protect the interests of the Classes.

~~Plaintiff has~~Plaintiffs have retained counsel with substantial experience in prosecuting complex litigation and class actions, and especially TCPA class actions. ~~Plaintiff~~Plaintiffs and ~~her~~their counsel are committed to vigorously prosecuting this action on behalf of the other members of the Classes and have the financial resources to do so. Neither ~~Plaintiff~~Plaintiffs nor ~~her~~their counsel have interests that are contrary to or that conflict with those of the proposed Classes.

54-97. Common questions of law and fact predominate over questions affecting only individual Class members, and a class action is the superior method for fair and efficient adjudication of the controversy. The only individual question concerns identification of Class members, which will be ascertainable from records maintained by Defendant and/or its agents.

55-98. A class action is the superior method for the fair and efficient adjudication of this controversy. The interest of individual members of the Classes in individually controlling the prosecution of separate claims against Defendant are small because the damages in an individual action for violation of the TCPA are small. Management of these claims is likely to

1 present significantly fewer difficulties than are presented in many class claims. Class treatment
 2 is superior to multiple individual suits or piecemeal litigation because it conserves judicial
 3 resources, promotes consistency and efficiency of adjudication, provides a forum for small
 4 claimants, and deters illegal activities. There will be no significant difficulty in the
 5 management of this case as a class action.

6 56.99. Defendant has acted on grounds generally applicable to the Classes, thereby
 7 making final injunctive relief and corresponding declaratory relief with respect to the Classes
 8 appropriate on a classwide basis.

9 **FIRST CAUSE OF ACTION**

10 **Violation of the Telephone Consumer Protection Act (47 U.S.C. 227(b) on behalf of Plaintiffs and the Robocall Class)**

11 57.100. ~~Plaintiff incorporates~~ Plaintiffs incorporate the allegations from all
 12 previous paragraphs as if fully set forth herein.

13 58.101. The foregoing acts and omissions of Defendant and/or its affiliates,
 14 agents, and/or other persons or entities acting on Defendant's behalf constitute numerous and
 15 multiple violations of the TCPA, 47 U.S.C. § 227(b), by delivering prerecorded telemarketing
 16 messages to the cellular and residential telephone numbers of ~~Plaintiff~~ Plaintiffs and members
 17 of the Robocall Class.

18 59.102. As a result of Defendant's and/or its affiliates, agents, and/or other
 19 persons or entities acting on Defendant's behalf's violations of the TCPA, 47 U.S.C. § 227,
 20 ~~Plaintiff~~ Plaintiffs and members of the Robocall Class presumptively are entitled to an award of
 21 \$500 in damages for each and every call made to their cellular and residential telephone
 22 numbers using an artificial or prerecorded voice in violation of the statute, pursuant to 47
 23 U.S.C. § 227(b)(3)(B).

24 60.103. If the Defendant's conduct is found to be knowing or willful,
 25 ~~Plaintiff~~ Plaintiffs and members of the Robocall Class are entitled to an award of up to treble
 26 damages.

61.104. PlaintiffPlaintiffs and members of the Robocall Class are also entitled to and do seek injunctive relief prohibiting Defendant and/or its affiliates, agents, and/or other persons or entities acting on Defendant's behalf from violating the TCPA, 47 U.S.C. § 227(b), by making telemarketing calls to any cellular or residential telephone numbers using an artificial or prerecorded voice in the future.

SECOND CAUSE OF ACTION

Violation of the Telephone Consumer Protection Act (47 U.S.C. § 227, *et seq.* on behalf of Plaintiffs Smith and Thompson and the National Do Not Call Registry Class)

62.105. Defendant violated the TCPA and the Regulations by making, or having its agent make, two or more telemarketing automated calls within a 12-month period on Defendant's behalf to Plaintiff Smith and Thompson and members of the National Do Not Call Registry Class while those persons' telephone numbers were registered on the National Do Not Call Registry.

63.106. As a result of the Defendant's violations of 47 U.S.C. § 227, *et seq.*, Plaintiff Smith and Thompson and National Do Not Call Registry Class members are entitled to an award of up to \$500 in statutory damages for each and every violation of the statute, pursuant to 47 U.S.C. § 227(c)(5).

64.107. Plaintiff Smith and Thompson and National Do Not Call Registry Class members are also entitled to and do seek injunctive relief prohibiting the Defendant from advertising their goods or services, except for emergency purposes, to any number on the National Do Not Call Registry in the future.

65.108. The Defendant's violations were knowing or willful.

VII. PRAYER FOR RELIEF

WHEREFORE, PlaintiffPlaintiffs, individually and on behalf of the Classes, prays for the following relief:

A. Injunctive relief prohibiting Defendant from calling telephone numbers advertising their goods or services, except for emergency purposes, to any cellular or residential telephone number using a prerecorded message in the future, or in any call to a residential number on the National Do Not Call Registry;

B. That the Court enter a judgment awarding ~~Plaintiff~~Plaintiffs and all Class members statutory damages of \$500 for each violation of the TCPA and \$1,500 for each knowing or willful violation; and

C. An order certifying this action to be a proper class action pursuant to Federal Rule of Civil Procedure 23, establishing Classes the Court deems appropriate, finding that ~~Plaintiff is~~Plaintiffs are a proper representative of the Classes, and appointing the lawyers and law firms representing ~~Plaintiff~~Plaintiffs as counsel for the Classes;

D. Such other relief as the Court deems just and proper.

VIII. DEMAND FOR JURY TRIAL

~~Plaintiff~~Plaintiffs hereby ~~demand~~demand a trial by jury.

RESPECTFULLY SUBMITTED AND DATED this 12th day of October, 2021.

TURKE & STRAUSS LLP

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CERTIFICATE OF SERVICE

I, Samuel J. Strauss, hereby certify that on October 12, 2021, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

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Attorneys for Defendant

DATED this 12th day of October, 2021.

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